

1. Upon execution of this Agreement by the parties hereto, in return for good, valuable and sufficient consideration, Molynieux shall credit Epstein's account with Studio in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) (the "Credit") to be applied against future services provided by Epstein to the benefit of Epstein and/or LJS, as determined by Epstein in his reasonable discretion (the "Covered Disbursements and expenses incurred by Studio, to and for the benefit of Epstein and/or LJS, as determined by Epstein in his reasonable discretion (the "Covered Services").

2. With respect to actual services rendered as part of the Covered Services, Studio shall bill Epstein and apply such bills against the Credit at a rate equal to Five Hundred Dollars (\$500) per hour for services rendered by JP and Jeffrey Dollars (\$80) per hour for Studio staff.

3. Without in any way limiting the foregoing, the Covered Services shall include those services, disbursements and/or expenses reasonably determined by Epstein to be necessary or appropriate to complete the design, construction, and exterior and interior design and decoration, including furniture and furnishings, of the office pavilion currently under construction on Little St. James Island (the "Office Pavilion"), and will further include provision of the skilled labor and supervision already delivered to Little St. James by Atelier France.

4. Notwithstanding the provisions of Section 3 hereof, the parties acknowledge that the labor charges for the installation of such cabinetry were included in a pre-existing purchase order between Studio and Epstein, attached hereto as Exhibit A, and agree that such labor charges shall be paid for by Molynieux without application of the Credit against the same.

5. It is a material term of this agreement that as part of the Covered Services Molynieux shall furnish and cause to be properly installed and completed at the Office Pavilion by January 1, 2010 all of the items listed on Exhibit B hereto and that the Office Pavilion will be completed to Epstein's reasonable satisfaction by January 1, 2010. Molynieux agrees that the aggregate amount to be applied against the Credit for the provision, installation and completion of all such items shall not exceed the amount of the Credit and that neither Epstein nor LJS shall have any liability to make any payment to Molynieux in respect of any such items.

THIS AGREEMENT FOR DESIGN SERVICES, is entered into this 15<sup>th</sup> day of May, 2009, by and among Juan Pablo Molynieux ("JP"), J.P. Molynieux Studio, Ltd. ("Studio"), and together with JP, "Molynieux," L.S.J., LLC ("LJS") and Jeffrey Epstein ("Epstein"), and together with JP, "Molynieux," L.S.J., LLC ("LJS") and Jeffrey Epstein ("Epstein").

Each of the parties hereto (the "Parties"), intending to be bound hereby, hereby agrees as follows:

6. In the event that by the fifth anniversary of the date that this Agreement is executed by all of the parties hereto, Studio shall not have provided Covered Services in an amount equal to the Credit, when on the date of such fifth anniversary, Molynieux shall pay Epstein the unapplied balance of the Credit by wire transfer to Molynieux (the "Designated Account") an account designated in writing by Epstein to Molynieux (the "Designated Account") ten days prior to the fifth anniversary date. In the event that Molynieux is deemed in breach of this Agreement in accordance with the provisions of Section 8 hereof, then, effective as of the date that Molynieux is in breach under Section 8 hereof, the unpaid balance of the Credit as of such date shall be due and payable to Epstein, promptly upon demand by Epstein to Molynieux, Molynieux shall pay Epstein such unpaid balance by wire transfer to the Designated Account specified in such demand.

7. In the event that Molynieux should breach any term of this Agreement, Epstein shall give him written notice and ten days' opportunity to cure before Molynieux shall be deemed to be in breach.

8. In the event of breach of a material term of this Agreement, including, without limitation, a failure to complete the provision and proper installation and completion of any one or more of the items on Exhibit B by January 1, 2010 or the failure to complete the Office Pavilion to Epstein's reasonable satisfaction by January 1, 2010 which is not cured by Molynieux, Molynieux shall pay Epstein as liquidated damages \$250,000 within 30 days of the expiration of Molynieux's ten day opportunity to cure. The parties hereto understand and agree that such \$250,000 payment is in addition to the payment of the unpaid balance of the Credit pursuant to Section 6 hereof. The parties hereto agree that in the event of such a material breach, the actual amount of damages sustained by Epstein and LSI would be difficult to ascertain and, under the circumstances, the amount of these damages out as an architect regarding the services to be rendered under this Agreement. Further, Epstein and LSI acknowledge that JP and Studio have not held themselves out as same regarding the services to be rendered under this Agreement. JP states that neither he nor Studio is an architect and have not held themselves out as an architect regarding the services to be rendered under this Agreement.

9. JP states that neither he nor Studio is an architect and have not held themselves out as an architect regarding the services to be rendered under this Agreement. Further, Epstein and LSI acknowledge that JP and Studio have not held themselves out as an architect regarding the services to be rendered under this Agreement. Each Party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, or warranty that is not contained in this Agreement.

10. This Agreement constitutes the entire agreement between the Parties regarding the provision of the Covered Services. Each Party acknowledges that such Party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, or warranty that is not contained in this Agreement.

11. The Parties agree that the prior drafting history of this Agreement shall not be used to construe any term of this Agreement. This Agreement has been negotiated by each Party and such Party's respective attorneys, and the language be used to construe any term of this Agreement. This Agreement has been negotiated by each Party and such Party's respective attorneys, and the language

12. The individuals signing this Agreement and the Parties on whose behalf such individuals are signing hereby represent and warrant that they are empowered and authorized to sign on behalf of and bind the Parties for whom they have signed.
13. Each Party agrees that this Agreement shall be binding upon the heirs, successors, and assigns of each Party.
14. Each Party represents and agrees that such Party: (i) has fully reviewed this Agreement and has had the opportunity to seek advice by independent counsel of its choosing with respect to the same; (ii) fully understands the terms of this Agreement and has entered into this Agreement voluntarily without any coercion or undue influence; and (iii) was given adequate time to consider all implications of this Agreement prior to entering into it.
15. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of this Agreement transmitted by fax shall have the same effect as original signatures.
16. This Agreement may not be amended or modified except by a written instrument executed by the duly authorized representatives of all of the Parties.
17. Any demands, statements, communications or notices to be provided pursuant to this Agreement shall be in writing and sent by hand delivery or by reputable overnight courier to the attention of the Parties indicated below, until such time as notice of any change of person to be notified or change of address is forwarded to all Parties:
- Darrren K. Midyke, Esq.  
301 East 66th Street, 10B  
New York, NY 10065  
(212) 517-2052
- (a) For Epstein and LSJ:
- hereof will not be construed for or against any such Party as the principal drafter of this Agreement.

20. The Parties agree that the existence, terms, and consideration paid pursuant to this Agreement are strictly confidential and that this Agreement will not be filed in any court, except in proceedings to enforce this Agreement or the Settlement in any court, except in proceedings to enforce this Agreement or the Settlement of which this Agreement is part without the prior, written consent of each of the other Parties; provided, however, that a Party may disclose facts about the Settlement (i) to its or his employees, accountants and attorneys who require the same for the purpose of performing their employment duties or providing professional services to such Party; (ii) to its or his insurers or re-insurers; (iii) as required by any law, regulation, or rule of a court or court agency; or (iv) in response to a duly authorized subpoena or court order. Before disclosing any facts about the Settlement under provisions (ii) or (iii) above, the Party making the disclosure shall inform the receiving party of the terms of this confidentiality provision and shall take reasonable measures to ensure that the receiving party agrees not to make further disclosures of the requested information. At least five business days prior to the Design Services Agreement), to the extent permissible by law, regulation, rule or plan in connection with proceedings to enforce the provisions of this Agreement or disclose any facts about the Settlement under provisions (iii) or (iv) above (other than in connection with the Settlement under provisions (ii) or (iii) above) prior to further disclosures of the requested information. At least five business days prior to the Design Services Agreement), to the extent permissible by law, regulation, rule or plan in connection with the Settlement under provisions (iii) or (iv) above (other than in connection with the Settlement under provisions (ii) or (iii) above) prior to further disclosures of the requested information.

19. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of any court sitting in the Virgin Islands, notice of documents over any suit, action or proceeding arising out of or relating to the Disputes. Each Party agrees that service of any process, summons, notice or document as provided in Section 17 hereof shall be effective service of process for any action, suit or proceeding brought in any such court and may claim that any such suit, action or proceeding brought in any such court and laying of venue of any such suit, action or proceeding brought in any such court and court. Each Party irrevocably and unconditionally waives any objection to the bringing of any such suit, action or proceeding brought in any such court and conflicts of laws.

18. This Agreement shall be governed by and construed in accordance with the laws of the Virgin Islands applicable to agreements entered into entirely within the Virgin Islands, without regard to the principles of Virgin Islands law regarding conflicts of laws.

(212) 983-6000  
New York, New York 10177  
Suite 2020  
250 Park Avenue  
Jay Goldberger, Esq.

(b) For JF and Studio:

Member  
JEFFREY EPSTEIN  
By:   
U.S.J., LLC

JEFFREY EPSTEIN

JUAN PABLO MOLYNEUX

President  
Juan Pablo Moiyneux  
By:

J.P. MOLYNEUX STUDIO, LTD.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by themselves or their duly authorized representatives, as the case may be, as of the date of the day and year first above-written.

Member

JEFFREY EPSTEIN

By:

L.S.J., LLC

JEFFREY EPSTEIN

JUAN PABLO MOLYNEUX

Presidente Moyáne

BY:

J.P. MOLYNEUX STUDIO, LTD.

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a court or court registry or court order, the Party making or asked to make the disclosure shall inform each of the other Parties of the proposed disclosure or request for information, and shall, at the request of any Party and at the cost of such request for information, file any disclosure or response to the request for information about the settlement or the terms of this Agreement pursuant to a motion or other formal request that the information be maintained in confidence and/or held under seal.

		N.Y. RESALE # 13-J10-2323	
THE VOLUME OF THIS A U.S. MAIL THE PROPER WORKSHEETS CONCERNING SALES IN THE STATE OF NEW YORK ARE TO BE MAILED TO THE PURCHASER WITHIN FORTY-EIGHT HOURS OF THE TOTAL SHIPMENT BEING MADE. DO NOT FAIL TO SHOW QUANTITY AND DESCRIPTION OF EACH ORDER IN THE WORKSHEET.			
AUTHORIZED SIGNATURE		DATE PRAISED	
ORDERS DUE		SHIP TO:	
ITEM #		ARTICLE	
OFFICE		ADDRESS	
PROPOSAL # 29764		NAME	
SHIP TO: ATTELIER FANCCELLI 63 RUE ALBERT DAHLENNE			
DO NOT PROCESS THIS ORDER UNTIL THIS SPECIFICATION AND PRICES ARE CORRECT			

CK# \_\_\_\_\_ Payment: \$ 780,000.00  
 Deposit Required: \$ 0.00 Total: \$ 780,000.00  
 Account #: \_\_\_\_\_  
 Terms: 100% Deposit

## NOTE: THIS PO REPLACES PO#2680

and crew travel. Cost will not include 2 globes,  
 flat base (stone) transportation of goods to St. Thomas  
 insurance and waterproof container to St. Thomas  
 columns with bases and crown. Will include packing  
 hidden cabinet doors and interior window shutter  
 lower cabinetry with doors and upper bookshelves  
 include survey, shop drawings, moldings of base,  
 with waxed finish cabinetry per JPM design. Will  
 FABRICATION & INSTALLATION of light oak  
 780,000.00 780,000.00

QUANTITY	DESCRIPTION	UNIT COST	EXTENDED COST
1	Woodworking		

SALES PERSON: 212-935-6537  
 212-935-6538 Fax

VENDRG: FANCCELLI PANELLING 24 EAST 64TH STREET NEW YORK, NY 10021  
 10/14/2008  
 1000 PARK AVENUE  
 NEW YORK, NY 10021  
 TEL: (212) 628-0097  
 FAX: (212) 237-6126  
 E-mail: jpm@fancellipanelling.com  
 fax: jpm@fancellipanelling.com  
 fax: jpm@fancellipanelling.com

29 EAST 69TH STREET NEW YORK 10021

ARCHITECTURAL INTERIORS & DECORATION FRENCH CHAPON

1500 BROADWAY  
 NEW YORK, NY 10036

TEL: (212) 996-3340  
 FAX: (212) 996-3341

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I will make two trips /visits to Little Saint James Island on dates determined by me in my reasonable discretion to be necessary or appropriate to oversee, perform and complete the above work.

I propose to include all of the following services and items for the \$250,000 that we have agreed:

In the following Exhibit B, the words "I," "me" and "mine" shall refer to Julian Pahlo Molynieux and the words "you" and "your" shall refer to Jeffrey Epstein.

Fancelli will complete the installation at no cost to you. This means that you will be responsible for any Fancelli installer expenses including travel, lodging, food, incidentals, etc. After Fancelli finishes the installation, I will decide if the color of the paneling is adequate for the overall ambience. If it is not, I will select color with you after approval and re stain and refinish cabinetry as part of the services I will provide and at no cost to you. The desk I will include will be a bronze contemporary desk (Design JPM) with a modern swivel chair. I will also include a guest desk chair and a desk set. The desk lamp I will include will also be contemporary. I will include an upholstered window seat cushion for the window seat built into the cabinetry. I will include 4 pillows (silk velvet with custom tassel trim). For the sitting area, I will include an upholstered window seat with custom tassel trim. For the floor of the cabinetry, I will also include a carpet which purchases the materials) for the floor of the structure. I will also include a carpet which will be a sisal and the hardware for the cabinetry, which will be all bronze with shapes of marine fauna. I will also provide lighting and ceiling design with your approval for the structure. I will provide the ceiling painting which was previously ordered which I will have delivered to St. Thomas and oversee the proper installation of the same on the ceiling. I will provide back-up documentation to you for the prices and billable hours (at the rates in the Design Services Agreement) for the above items and services and if the total amount falls short of \$250,000, I will provide other items at my reasonable discretion to complete the Office Pavilion so that the total amount equals \$250,000.

#### The Office/ Library:

Mollyneux and the words "you" and "your" shall refer to Jeffrey Epstein.